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# Volusia County School Board and American Federation of State, County and Municipal Employees, Council 79, AFL-CIO, Local 850 (1994)

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# Volusia County School Board and American Federation of State, County and Municipal Employees, Council 79, AFL-CIO, Local 850 (1994)

**Location**

Volusia Co., FL

**Effective Date**

7-1-1994

**Expiration Date**

6-30-1997

**Employer**

School Board of Volusia County

**Union**

American Federation of State, County and Municipal Employees, Council 79

**Union Local**

850

**NAICS**

61

**Sector**

Local government

**Item ID**

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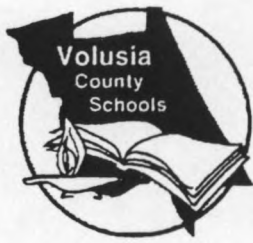
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**Comments**

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CONTRACT

BETWEEN

THE SCHOOL BOARD OF VOLUSIA COUNTY

AND

AMERICAN FEDERATION OF STATE, COUNTY,  
AND MUNICIPAL EMPLOYEES  
COUNCIL 79, LOCAL 850

DEC 16 1996

1,5-60  
non instructional employees

1994-1997

X-6/30/97

*Through the individual commitment of all, our students will graduate with the knowledge, skills, and values necessary to be successful contributors to our democratic society.*

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## ***AGREEMENT***

This Agreement is between The School Board of Volusia County, hereinafter called the Board, and AFSCME, AFL-CIO, Council 79, Local 850, hereinafter call the Union, representing the employees in the non-instructional unit, as certified by PERC on January 31, 1980, certificate #487.

## ***PREAMBLE***

It is the intent of The School Board of Volusia County, Florida, that this Agreement will outline procedures to be utilized in the negotiation process for the resolution of issues concerning wages, hours, and terms and conditions of employment.

## ***ARTICLE I RECOGNITION***

### **Section 1 - Inclusions**

- A. The Volusia County School Board hereby recognizes the Florida State Employees Council No. 79, American Federation of State, County and Municipal Employees, AFL-CIO Local 850 as the exclusive representative for the purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment for all employees included in the Non-Instructional bargaining unit.
- B. The bargaining unit for which this recognition is accorded is as defined in the certification issued by the Florida Public Employees Relations Commission on January 31, 1980 (Order No. RC-78-011).
- C. This certification includes all regular full-time and regular part-time employees in the classifications and positions listed in PERC Order No. RC-78-011.

### **Section 2 - Exclusions**

The Board recognizes the integrity of this Florida Public Employees Relations Commission (PERC) certified Non-Instructional bargaining unit, and will not use appointments of temporary employees, emergency employees and substitute employees for the purpose of eroding the bargaining unit.

### **Section 3 - New Positions/Classes**

When a new position is created in a classification that is included in the bargaining unit and the Board believes that the position should be excluded from the unit, the Union will be notified by being given a copy of the Board's application to PERC seeking the exclusion of the position from the unit.

## **ARTICLE II**

### **DUES CHECKOFF**

#### **Section 1 - Deductions**

- A. During the term of the Agreement, the Board agrees to deduct union membership dues and uniform assessments, if any, in an amount established by the Union and certified in writing by an accredited officer of the Union to the Board, from the pay of those employees in the bargaining unit who individually make such request on a written checkoff authorization form provided by the Union. Such deductions will be made by the Board when other payroll deductions are made and will begin with the pay for the first full pay period following receipt of the authorization by the Board. The Union shall advise the Board of any uniform assessments or increase in dues in writing at least thirty (30) days prior to its effective date.
- B. This Article applies only to the deduction of membership dues and uniform assessments, if any, and shall not apply to the collection of any fines, penalties, or special assessments.

#### **Section 2 - Remittance**

- A. Deductions of dues and uniform assessments, if any, shall be remitted exclusively to a duly authorized representative, as designated in writing by the Union, to the Board on a monthly cycle along with a list containing names, social security numbers, and amount deducted of the employees for whom the remittance is made.
- B. The list and deductions shall be forwarded to the Union as soon as practical after deductions are made.

#### **Section 3 - Insufficient Pay for Deduction**

In the event an employee's salary earnings within any pay period, after deductions for withholding, Social Security, retirement, health insurance, and other priority deductions, are not sufficient to cover dues and any uniform

assessments, it will be the responsibility of the Union to collect its dues and uniform assessments for that pay period directly from the employee.

#### Section 4 - Termination of Deduction

Deductions for Union dues and/or uniform assessments shall continue until either: 1) revoked by the employee by providing the Board and the Secretary-Treasurer of Local 850 with thirty (30) days written notice that he is terminating the prior checkoff authorization, 2) the expiration of the term of this collective bargaining agreement, 3) the termination of employment, or 4) the promotion or demotion of the authorizing employee out of this bargaining unit.

#### Section 5 - Indemnification

The Union shall indemnify, defend and hold the Board, its officers, officials, agents and employees, harmless against any claim, demand, suit or liability (monetary or otherwise) and for all legal costs arising from any action taken or not taken by the Board, its officials, agents and employees in complying with this Article which are in excess of the amount of dues and/or uniform assessments which the Board or its agencies have agreed to deduct.

#### Section 6 - Exceptions

The Board will not deduct any Union fines, penalties, or special assessments from the pay of any employee.

#### Section 7 - Dues Checkoff Authorization Form

- A. The Dues Checkoff Authorization Form supplied by the Union shall be used by the bargaining unit employees who wish to initiate dues deduction. Checkoff Authorizations shall contain the following information: Name, Social Security Number and facility in which employed. The form submitted to the Board's payroll office shall have the original signature of the authorizing employee.
- B. Changes in the Authorization Forms required by (A) above will not affect deductions authorized by forms that the parties have previously agreed to. A copy of the Authorization Form described in (A) above is contained in the Appendix of this Agreement.

#### Section 8 - Modified School Calendar

For schools that are changed from the traditional calendar to modified calendar, single "Blue" track, and where the number of days worked by the employee has not increased:

- A. the payroll periods shall be adjusted from 21 pay periods to 24 pay periods; and
- B. dues for members of the Union shall only be deducted from the first 21 periods.

### **ARTICLE III NO DISCRIMINATION**

#### **Section 1 - Claims**

Any claim of discrimination by an employee or the Union against the Board, its officials or representatives shall be subject to the methods of review prescribed by law or rules and regulations having the force and effect of law.

#### **Section 2 - Union Membership**

Neither the Board nor the Union shall interfere with the rights of employees covered by this Agreement to become or refrain from becoming members of the Union or will either discriminate against such employees because of Union membership or non-membership.

#### **Section 3 - Male Gender Reference**

All references in this Agreement to employees of the male gender are used for convenience only and shall be construed to include both male and female employees.

### **ARTICLE IV UNION REPRESENTATION AND ACTIVITIES**

#### **Section 1 - Representation**

- A. From employees in the bargaining unit, the Union shall select a reasonable number of union stewards, shall furnish to the Board and keep up-to-date a list of all such employees authorized to act as stewards. In addition, the Union shall furnish to the Board and keep up-to-date a list of Union Staff Representatives and Local 850 Officers.



- B. Whenever Union representation is requested by an employee, the representative shall be so selected and designated by the Union.
- C. Stewards who are designated by the Union shall be selected according to the following general guidelines:
  - 1. One (1) steward at each facility or work location which has a supervisor who has the authority to settle grievances.
  - 2. Where more than one shift is required there may be one (1) steward per shift.
  - 3. If the number of employees on a particular shift, or in a work location, exceeds fifty (50) employees, an additional steward may be selected; however, when selecting stewards at such work location, consideration shall be given to restricted areas, number of work units, and other factors unique to that installation or facility.
  - 4. After having requested and been given prior approval from the Principal or Worksite Supervisor, the steward or a local union officer will be allowed time to represent bargaining unit members at grievance conferences with the supervisor during regular work hours without loss of pay or benefits. The steward or local union officer will secure approval of the Principal or Worksite Supervisor in the area where the grievance is to be investigated and will conduct the investigation in a way that does not interfere with Board operations.
  - 5. Stewards, Local officers, and other Local representatives shall have permission to examine an employee's file as permitted by Florida Statutes.

## Section 2 - Bulletin Boards

- A. Where Board controlled bulletin boards are available, the Board agrees to provide space on such bulletin boards for Union use. Where bulletin boards are not available, the Board agrees to provide such boards.
- B. Posting of Union literature shall be confined to Union bulletin boards, and these boards shall be used for the following notices:
  - 1. Recreational and social affairs of the Union

2. Union meetings
  3. Union elections
  4. Reports of Union committees
  5. Union benefit programs
  6. Current Union contract
  7. Training and Educational opportunities
  8. The postings referenced above must be removed by the authorized Union Representative five days after the date of posting.
- C. Postings must be dated and bear the signature of an authorized Union Representative.
- D. Nothing in the contract will be construed to authorize Union distribution of any material or information which libels School Board members or employees.

### Section 3 - Employee Lists

The Board will upon timely written request provide the Union a listing giving the name, home address and home telephone number on file, classification title, and gross salary for each employee covered by the bargaining unit. Such list will cover the fiscal quarter in which they are requested. Any and all costs incidental to the production of such list will be borne by the bargaining unit.

### Section 4 - Class Specifications/Rules

The Board will provide the Union Staff Representative and Local 850 Union President each with a copy of classification specifications and Board Personnel Rules and Regulations which affect employees within the bargaining unit.

### Section 5 - Representative Access

The Board agrees that an accredited representative of the American Federation of State, County and Municipal Employees, whether Local Union representatives, District Council Representatives, or International Representatives shall have access to the premises of the Board on the same basis as they are available to the general public. Access to premises shall be

during working hours and shall be relative to the administration of this agreement. Access to employees will be during the non-working hours of the employee.

#### Section 6 - Consultation

- A. In order to provide a means of continuing communication between the parties and upon request of either the Board or the Union Staff Representative, the Superintendent and/or his designated representative(s) and not more than eight (8) representatives of the Union shall meet and consult monthly, the time and place to be designated by the Board.
- B. The purpose of such consultation meetings shall be to discuss matters relating to the administration of this Agreement and matters covered by this Agreement. It is understood that these meetings shall not be used for the purpose of discussing pending grievances or for negotiation purposes. The parties shall exchange agenda indicating the matters they wish to discuss no later than seven (7) days prior to the scheduled meeting. Any agreement reached between the parties at consultation meetings shall be reduced to writing and a copy shall be provided to each party.

#### Section 7 - School Board Courier Systems

- A. The Union shall have access to use the School Board Courier System of distributing information to employees of the bargaining unit. The Union agrees to pay any charges assessed by the Postal Authorities.
- B. The school mail system will not be used by the Union to distribute materials to employees which libels the Board members or its employees.

#### Section 8 - Use of Facilities

The Union and its representatives shall have the right to use school buildings for meetings and workshops other than during school hours and when not in conflict with scheduled school activities subject to the following:

- A. The approval of the building principal.
- B. Any cost of custodial services and any damage incurred due to negligence of the local union, shall be paid by the local Union.

## **ARTICLE V**

### **GRIEVANCE PROCEDURE**

The purpose of this procedure is to settle, at the lowest supervisory level, issues which grow out of the administration of this Agreement. An employee's complaint should be presented and handled properly and should be resolved at the first level of supervision with the authority to adjudicate the grievance.

#### **Section 1 - Definitions and Clarifying Statements**

- A. A "grievance" is defined as a dispute involving the interpretation or application of the specific provisions of this Agreement.
- B. An employee who decides to use the negotiated grievance procedure also shall indicate prior to Step I whether or not he shall be represented by the Union.
- C. If the employee decides not to be represented by the Union, any adjustment of the grievance shall be consistent with the terms of the Agreement.
- D. When an employee has elected Union representation, the employee, the Local 850 President and the Steward shall be notified of any scheduled Step I meetings. Further, any written communication concerning the grievance or its resolution shall be sent to the employee, Local 850 President and the Steward.
- E. As used in this Article, the term "employee" shall mean also a group of employees having the same grievance. In such event, one employee shall be designated by the group or Union to act as spokesperson and be responsible for processing this grievance.
- F. A dispute involving the interpretation or application of a provision of this Agreement which gives a right to the Union as an employee organization may be presented by the Union as a grievance. Such grievance shall be initiated at Step II of this Procedure, in accordance with the provisions set forth therein, within fourteen (14) days of the occurrence of the event giving rise to the grievance.
- G. The Union will not process a grievance of an employee when such (employee's) grievance is at the same time the subject of an administrative action or appeal before a governmental board or agency, or court proceeding.

- H. The term "days" as used in this Article shall mean work days, excluding any day observed as a holiday.

## Section 2 - Procedures

- A. Grievances shall be presented and adjusted in the following manner:

### Step I

If any employee feels he has a grievance, he must within seven (7) work days of the date when the alleged violation occurred or that he had knowledge or should have had knowledge of the alleged violation discuss the matter with his Principal or Worksite Supervisor in an effort to resolve the problem informally. In this informal action the grievant shall advise verbally his Principal or Worksite Supervisor of the particular section of the Agreement which was violated and the relief sought. The Principal or Worksite Supervisor will have five (5) work days after the informal meeting to respond verbally to the grievance.

### Step II

If Step I does not resolve the grievance satisfactorily, the grievant shall have the right to lodge a written grievance with his Principal or Worksite Supervisor within seven (7) work days following the verbal response. The written grievance shall contain, the factual basis for the grievance, a reference to the specific section(s) of the Agreement which was (were) violated, and a suggested remedy. A copy of such grievance shall be filed by the grievant with the Superintendent and the Union. If either party to the grievance requests a meeting, the Principal or Worksite Supervisor shall meet with the grievant and his representative if any. The Principal or Worksite Supervisor shall indicate the disposition of the grievance in writing, furnishing a copy thereof to the grievant, the Superintendent and the Union within five (5) work days of such meeting, or seven (7) work days of receipt of the grievance if no meeting was requested.

### Step III

If the grievant is not satisfied with the disposition of the grievance in Step II, the grievant may appeal to the Superintendent within seven (7) work days of receipt of the resolution. If either party to the grievance requests a meeting, the Superintendent or his designee shall meet with the grievant and his representative, if any. The Superintendent or his designee shall indicate the disposition of the grievance in writing, furnishing a copy thereof to the

grievant, his Principal or Worksite Supervisor, and the Union within five (5) days of such meeting, or seven (7) days of receipt of the grievance from Step II if no meeting was requested.

B. Arbitration Provisions:

1. If the grievant is not satisfied with the decision rendered in Step III, the grievance may be submitted to arbitration. The grievant, within ten (10) work days after receipt of the decision, shall notify the Superintendent in writing of his intent to submit the grievance to arbitration.
2. Within ten (10) work days of the submission of the written notice of intent to submit to arbitration, the Union shall request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators, from which, within ten (10) work days, the parties shall select an arbitrator by the alternate striking method.
3. If for some reason the arbitrator is unable to serve or the parties shall jointly request the Federal Mediation and Conciliation Service to submit a new panel of seven (7) arbitrators from which an arbitrator will be selected in the same manner.
4. All arbitration proceedings shall be conducted under and governed by the appropriate rules of the Federal Mediation and Conciliation Service.
5. The decision of the arbitrator, if made in accordance with his jurisdiction and authority under this Agreement, shall be final and binding on the Board, the Union, and the Grievant(s). The fees and expenses of the arbitrator shall be borne solely by the party who fails to prevail in the hearing; however, each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys and witnesses. The Union will not be responsible for costs of an arbitration to which it was not a party.
6. Power of the Arbitrator

It shall be the function of the arbitrator and he shall be empowered, except as hereinafter provided, after due investigation, to make a decision in a case of violation of the specific articles and sections of the Agreement.

- a. He shall have no power to add to, subtract from, or modify in any way the terms of this Agreement.

- b. He shall have no power to change any practice, policy, or rule of the Board nor to substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board.
- c. His power shall be limited to deciding whether the Board has violated the express articles or sections of this Agreement.
- d. The arbitrator may fashion an appropriate remedy where he finds a violation of this Agreement. An appropriate award may include back pay; however, no award for back pay shall exceed the amount of pay the employee would otherwise have earned at his regular rate of pay and such back pay shall not be retroactive to a date earlier than the date of the occurrence of the event giving rise to the grievance and in no event more than seven (7) days referred to in Step I of the grievance procedure. The arbitrator shall not award an amount in excess of the actual loss to the grievant and will not include punitive damages. His power to alter the judgment of the administrator in decisions relating to transfer and promotion shall be limited to situations where the arbitrator finds the administrator's judgment to be arbitrary and capricious.
- e. The arbitrator shall render a decision within thirty (30) days after the close of the hearing.

### Section 3 - Time Limits

- A. Failure to initiate or appeal a grievance within the time limits shall be deemed a waiver of the grievance.
- B. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the employee, or the Union where appropriate, to proceed to the next step.
- C. The number of days indicated at each step should be considered as the maximum, and every effort should be made to expedite the process. However, the time limits specified in any step of this procedure may be extended, in any specific instance, by mutual agreement.

#### Section 4 - General Provisions

- A. If a grievance arises from the action of an official higher than the Step II principal or worksite administrator, the grievance may be initiated at Step III by submitting a grievance form as set forth in Step II.
- B. The written submission of a grievance to Step III or Arbitration shall include a copy of the grievance forms submitted at Step II and the written decisions at each preceding step of the Grievance procedure.
- C. There shall be no reprisals against any of the participants in the procedures contained herein by reason of such participation.
- D. If a grievance meeting is held or requires reasonable travel time during the working hours of any required participant, such participant shall be excused without loss of pay for that purpose. All required travel shall be by the most efficient and economical means. Attendance at grievance meetings outside of regular working hours shall not be deemed time worked.
- E. The resolution of a grievance prior to its submission in writing in Step III shall not establish a precedent binding on either the Board or the Union in other cases. The Union shall not be bound by the decision of any grievance or arbitration in which the employee chose not to be represented by the Union.

### **ARTICLE VI** **DISCIPLINE AND DISCHARGE**

#### Section 1 - Disciplinary Action

- A. An employee may be disciplined only for just cause. An employee may have a steward, and a Union Representative or a Local 850 Union Officer present during any disciplinary investigation in which the employee is being questioned relative to alleged misconduct of the employee. The employee shall be advised of the nature of the meeting at the beginning of the meeting. If during any meeting or conference with an employee the possibility of discipline arises, at the request of the employee for representation, the supervisor conducting the meeting shall immediately discontinue the meeting until representation is secured. Exercising representative rights by the employee shall not delay the investigative process more than twenty-four (24) hours unless mutually agreed. The employees' right of appeal shall include either



the grievance procedure included herein or a hearing conducted pursuant to Chapter 120.57, Florida Statutes.

An employee who elects to proceed under Chapter 120.57 Florida Statutes may further elect to proceed before a hearing officer appointed by the Florida Division of Administrative Hearings, whose decision will be regulated under Chapter 120.68, Florida Statutes, or may elect to proceed before the Volusia County School Board. Such appeal must be made within 20 days of receipt of formal notice of the disciplinary action being appealed, and must specify whether the employee will proceed before a hearing officer or before the school board.

Any committee established by the Superintendent to review and revise the Procedure to Implement Safe Operation of School Board Vehicles For All Operators of School Board Vehicles will have two (2) members of this bargaining unit. The committee to administer the established procedure will include two (2) members of the bargaining unit.

- B. Under normal circumstances the Board will follow the tenets of progressive discipline in the administration of its disciplinary standards.
- C. Discipline shall be defined as (1) the suspension of an employee; (2) the termination of an employee during the term of his or her annual contract, after he or she has completed the initial probationary period; or (3) the non-reappointment of an employee who has successfully completed three consecutive years of employment with the District.

## Section 2 - Employee File

Personnel files shall be maintained in accordance with Florida Statutes, Florida State Board of Education Administrative Rules, and Volusia County School Board Policy Number 412.

Appendix D of this contract contains Chapter 231.291, Florida Statutes and Volusia County School Board Policy 412 for information only and are not grievable.

## **ARTICLE VII NO STRIKE**

### **Section 1 - No Strike Agreement**

Neither the Union nor any of its officers or agents nor members covered by this Agreement, nor any other employees covered by this Agreement, will instigate, promote, sponsor, or engage in any prohibited activities as defined in Section 447.203(6), Florida Statutes.

### **Section 2 - Penalty**

Any or all employees who violate any provision of the law prohibiting strikes or of this Article will be subject to disciplinary action up to and including discharge, and any such disciplinary action by the Board shall not be subject to the grievance procedure established herein.

## **ARTICLE VIII PREVAILING RIGHTS**

All pay and benefits provisions published in the Board's personnel rules and regulations which cover employees in the bargaining unit and which are not specifically provided for by this Agreement shall be afforded the employee.

## **ARTICLE IX MANAGEMENT RIGHTS**

The Board has the right to set standards of service to be offered to the public and exercise control and discretion over its organization and operations, and to fully exercise all management rights not addressed in this Agreement.

The Board may direct its employees, take disciplinary action for just cause, and relieve its employees from duty because of lack of work, or other legitimate reasons, provided, however, that the exercise of such rights shall not preclude employees from raising grievances through their Union, should decisions on the above matter have the practical consequences of violating the terms and conditions of any collective bargaining agreement in force.

The Board has the sole right to determine the qualifications of employees, the work to be performed, the number of employees who will perform the work, and the classifications of employees involved.

**ARTICLE X**  
**EMPLOYEE PROTECTION**

The Board will furnish legal counsel to members in defense of civil legal actions arising out of the discharge of their duties within the scope of their employment in the school system, unless the Board finds that the member acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety or property.

**ARTICLE XI**  
**SUPERVISOR/EMPLOYEE RELATIONS**

Complaints by an employee that he is not being dealt with in a reasonable and equitable manner in day-to-day relations with his supervisor may be carried by the employee to the worksite supervisor or principal. The employee upon request shall be accompanied by a steward or Local Union Representative.

**ARTICLE XII**  
**WORK RULES**

- A. The Board may establish reasonable and necessary rules of work and employee conduct. Administration or enforcement of such rules will be fair and equitable.
- B. The Board agrees to prepare and issue an Employee Handbook, to each employee in the bargaining unit, containing information regarding rules of conduct, insurance benefits and options, and work rules which pertain to the employee. This handbook shall be presented to all new employees at time of employment.
- C. Any employee who has not been issued a handbook shall receive a handbook within forty-five (45) work days of the signing of the contract.
- D. The Board will update handbooks by providing any applicable changes to affected employees.

## **ARTICLE XIII JOB ASSIGNMENTS**

### **Section 1 - Promotions**

A promotion shall mean an advancement to a higher job classification with a higher hourly wage. A change in step increment or an increase in hours shall not be interpreted as a promotion.

### **Section 2 -- New Worksites**

When the Board establishes a new worksite, the following terms shall apply:

- A. A vacancy announcement will be created, describing the number of positions available, the classifications involved, and shall specify the required qualifications, training and specific competencies needed for each position.
- B. If the administration has determined that the vacancies are to be filled from one or more specific established worksites, the announcement shall be publicized to the employees at those worksites in the affected classification(s).
- C. If the administration has determined that the vacancies are to be open district wide, then the positions shall be posted pursuant to Article XVII Vacancies.
- D. Employees volunteering for the transfer who meet all of the required qualifications, training requirements and specific competencies listed in the posting shall be given first consideration. The Board will endeavor to fill the vacancies with qualified applicants currently employed by the Board who meet the training requirements and specific competencies listed in the posting. Where two or more applicants are judged by the worksite supervisor to be equally the most qualified applicants, based upon a comparison of the required qualifications, training and specific competencies needed for the position, then the applicant with the highest district seniority shall be given preference.
- E. If in the judgment of the administration, the pool of applicants resulting from the posting does not include sufficient persons qualified for the positions who meet the training requirements and specific competencies listed on the posting, the administration shall

have the right to make involuntary transfers of employees. When making involuntary transfers, all criteria listed on the posting shall be considered. The employee to be transferred will normally be the employee with the least district wide seniority:

1. who meets all the qualifications, training, and specific competencies needed for the position;
2. who does not possess any additional qualifications, training or competency required at the original worksite, in the judgment of the worksite supervisor. In addition, such employee will not be subject to involuntary transfer if his or her employment at the original worksite is necessary, in the judgment of the worksite supervisor, in order to provide staff balance and best meet the needs of the school community.

#### **ARTICLE XIV SENIORITY**

1. A. Seniority shall be defined as an employee's uninterrupted service with the Board, including sick leave and any other Board approved leave with pay. Absence(s) due to Board approved long-term leave, without pay, shall not be counted toward seniority, but shall be considered as uninterrupted service.
- B. Department or work-center seniority shall be defined as an employee's uninterrupted service at a specific work center in a specific classification.
2. All seniority shall be lost for the following reasons:
  - A. If the employee quits
  - B. If the employee is discharged
  - C. If the employee retires
  - D. Layoff exceeding one year
  - E. Failure to report from layoff within the time limits prescribed
  - F. Failure to report from any long-term leave, including military, within the time limits prescribed

3. An employee whose district seniority is broken for any of the above reasons shall be considered as a new employee if he is again employed by the Board.
4. The Board shall provide the union with a Personnel action list covering bargaining unit employees. This list will contain names, classification and date of action. Within twenty (20) work days after ratification date the Board shall provide the union with a copy of an up-to-date district seniority list. The list will be by department in order of district seniority giving the names, job titles, hourly rate of pay and date of hire. A copy shall also be posted in each department.
5. In all matters of promotions, and voluntary lateral transfers, the employee with the highest district seniority will be given preference provided such employee has equal or better ability to satisfactorily perform the work in question as determined by the worksite supervisor.

Where a high school diploma is an eligibility requirement for such promotion excluding School Food Service Managers, Assistant Managers and Interns, successful work experience or completion of a certificate vocational program in the field, may be substituted for the required diploma as determined by the Personnel Department.

6. An employee who transfers to a position with the Board outside the bargaining unit and within one year returns to a position within the bargaining unit will have his district seniority restored equal to what it was at the time he left the bargaining unit.
7. Provided the employee is able to perform the required duties, department or work center seniority and personal preference will be given foremost consideration at the beginning of the school year when assignments are made or when an opening occurs in the following:
  - a. shift assignments for custodial employees and transportation mechanics,
  - b. bus assistant assignments,
  - c. bus routes over five hours by area.

**ARTICLE XV  
LAYOFF AND RECALL**

**Section 1. Definitions and General Provisions**

- A. Job classification - position within an occupational group as listed in Appendix A of this Agreement
- B. Seniority - as defined in Article XIV, Section 1A and B of this Agreement
- C.
  - 1. Layoff is the separation of an employee for lack of work or funds, without any fault or delinquency on the employee's part. Employees shall be laid off in accordance with district Seniority in their job classification.
  - 2. In the event that two (2) or more employees have the same district seniority in their job classification, the Board will make the decision based on the employee's experience, training, and job performance to determine which employee remains.
  - 3. The Board agrees to provide the Union with a list of names of the employees being laid off and such notice shall be sent at the time that it is issued to the employees affected. Employees to be laid off shall be notified as soon as possible after the decision is made. In no event shall the Board give less than ten (10) working days notice to affected employees.

**Section 2. Procedures**

**A. Layoff**

The employer shall determine when a layoff is necessary and shall determine the positions to be eliminated or reduced. In the event of a layoff within a given job classification, the following procedures shall be followed:

- 1. The employer will determine how many employees must be removed from the job classification.
- 2. The employer will remove employees from that job classification in reverse order of district Seniority.

B. Reduction of Hours

The employer shall determine when a reduction of hours is necessary and shall determine the number of hours to be reduced. In the event of a reduction of hours within a given job classification the following procedures shall be followed:

1. The employer will determine how many hours must be reduced from the job classification.
2. The employer will reduce hours within that job classification in reverse order of district Seniority.

C. Exceptions

1. The adjustment of hours of School Food Service Assistants, Bus Operators and Bus Assistants is exempt from these layoff provisions.
2. Any transfer of personnel deemed necessary by the Board as a result of any layoff or reduction of hours shall be exempt from the vacancy announcement requirement.

D. Recall

Employees in layoff status will retain recall rights for one (1) year and shall have preference to work over other applicants.

1. Recall will be made by certified mail to the last address in the employee's records. Within five (5) work days of the certified receipt date, laid off employees must signify their intention of returning to work to the Personnel office. Failure to respond to the notice shall constitute a resignation by the employee.
2. When employees are recalled from layoff, the employee with the greatest district seniority in that classification shall be recalled first. If the laid-off employee, when offered recall, is temporarily unable to return to work due to medical reasons, he may request an extension of recall rights, not to exceed two (2) months. Such medical reason must be substantiated by a doctor's statement.

E. In order to avoid layoff an employee may elect to move to a lower classification to the least senior position in the same occupational group (as described in Appendix A) providing the employee has more district



seniority than an employee who might be displaced as a result of the demotion.

- F. If the affected employee does not elect to accept a demotion under section A above and is unable to move into a lower classification, the employee may move laterally or down to the least senior position in any other classification previously successfully held within the bargaining unit. If such a move is not available, the employee may move into any other lower classification in the classification series of the position previously held using the same procedure.
- G. If the affected employee is unable to move into any position as provided in sections A and B above the employee shall be laid off.

## *ARTICLE XVI*

### *DAYS AND HOURS*

#### A. Work Day

All full day employees will be required to work an eight-hour day including combined break and lunch time. In the event the Board declares a four-day work week during the summer recess for economic reasons, the work day shall consist of ten (10) hours including a 45-minute lunch and two 15-minute breaks.

#### B. Work Week

The work week shall consist of no more than five (5) days of work.

#### C. Overtime

1. When full day employees are directed to work overtime in addition to their regular hours, totaling more than forty (40) hours per week, they shall be compensated for the additional time at the rate of time and one-half (1 1/2) of the normal rate of pay. When the employee designated above works on Board designated holidays, he shall be compensated at double time.
2. Employees who work less than an eight (8) hour day will be compensated at the rate of time and one-half (1 1/2) of the normal rate of pay for time worked totaling more than forty (40) hours in a work week.

3. The use of compensatory time shall be in compliance with the Fair Labor Standards Act.

D. Special Functions

Food Service and custodial employees who work on special functions, funded by a business or agency outside the school system, in addition to their regularly assigned work hours, shall be compensated at a rate of time and one-half (1 1/2) of their normal rate of pay. Payment will be made in a timely fashion - not to exceed four (4) weeks.

E. Meetings Outside of Regular Assigned Work Hours

Employees, when required to attend will be compensated at their regular rate of pay (or overtime where applicable) for in-service meetings and training sessions held between or after their regular working hours. The Board agrees to maintain the 1981-82 level of transportation to and from meetings.

F. Emergency Call Backs

An employee on Emergency Call Back shall be paid for the additional hours worked and the time normally required to travel to the work site or a minimum of two (2) hours, whichever is greater.

Supervisors will minimize telephone contact with employees after hours.

G. Lunch Time

The lunch period for each employee, with the exception of bus operators and bus assistants, shall be thirty (30) minutes within the regular scheduled work hours of six (6) or more.

H. Break Time

With the exception of bus operators and bus assistants, there shall be a fifteen (15) minute break within each four (4) hours worked.

I. Paid Holidays

Twelve (12) month Employees shall receive nine (9) paid holidays in accordance with Board adopted Salary and Payroll Information Document.

J. Modified School Calendar

Any employee covered by this agreement employed at a Modified Calendar School shall receive all applicable rights and privileges as specified in this contract.

K. Job Description

The Board agrees to prepare and maintain a job description which shall be updated on a yearly basis or whenever there is a significant change in specific duties assigned to the employee. Each employee shall receive a copy of his job description.

L. Statement of Hours

Employees will receive with each Board issued paycheck a statement of the dates, hourly rate, and the number of hours worked and wages received.

- M. Except for employees in Transportation Services or School Nutrition Services, a reasonable notice of two weeks will be given to an employee if it becomes necessary to alter his schedule or assignment. If such a change involves a change in work days to include a regular Saturday or Sunday schedule, the Union shall also be notified. Employees in Transportation Services or School Nutrition services shall be notified of a change in schedule soon after the cafeteria manager or route manager of transportation services becomes aware of the change.

- N. Reasonable efforts will be made to utilize substitutes as necessary.

**ARTICLE XVII**  
**VACANCIES**

- A. When a vacancy occurs, the Board agrees to post in all Work Centers a vacancy announcement. The announcement will specify required qualifications and specific competencies needed for the position, the salary range, the procedure for interviews, whether a temporary or permanent position, and deadline dates for application. Candidates will have at least five (5) days in which to apply after the date of issuance of the announcement. The Board will endeavor to fill vacancies with qualified applicants currently employed by the Board.
- B. Employees who are not selected will be notified to that effect. Upon written request a written explanation will be given as to why they were not selected.

- C. The Board may fill a vacant position on a temporary (90 work days) basis whenever necessary without regard to seniority.
- D. New employees shall be considered probationary for the first ninety (90) working days, during which time such employees shall be considered employees at will. Thereafter, they shall be considered regular employees and shall have the rights under this collective bargaining agreement. An employee shall not be considered to have a right to continued employment under the terms of this contract until he or she has successfully completed three consecutive years of employment with the district and been reappointed for a fourth year. Nothing in this contract will be construed to grant a probationary employee a right to continued employment during the employee's initial probationary period.
- E. All regular employees who are granted a transfer to a new position shall serve a ninety working day probationary period, during which time they shall have the rights under this contract, but may be returned to their previous position if they are unable to fulfill the requirements of the new position.
- F. Employees who regularly work on a ten (10) month or lesser basis shall be given consideration for temporary summer job openings for which they qualify and apply.

## *ARTICLE XVIII*

### *SAFETY*

#### Section 1 – Safety Committee

- A. A Safety Committee composed of no more than four (4) members selected by the union will be formed in conjunction with the Safety and Security Department. The Board will select a chairperson and the union will select a co-chairperson. Regular meetings of the Safety Committee will be held quarterly. Regular meetings may be canceled by mutual consent of the chairperson and the co-chairperson.

Special meetings may be held upon notice of the chairperson and the co-chairperson. Regular meetings shall be held during regular work hours.

- B. It shall be the responsibility of the Safety Committee to investigate reports of safety hazards and promptly recommend corrections, as appropriate to the Board. Safety committee members will be permitted

reasonable opportunity to investigate reported hazards during work hours without loss of pay, after having properly requested such time.

- C. The Safety Committee shall not determine the relative fault or responsibility of individual employees involved in an accident. Further, the Safety Committee shall not have authority to direct that any actions be taken in order to resolve a safety or health hazard.

The Board will cooperate in providing training opportunities for Safety Committee members to enable them to more effectively carry out their responsibilities.

- D. The Safety Committee shall be furnished a copy of all hazardous condition reports turned in.

## Section 2 -- Employee Safety

- A. The Board shall provide and maintain First Aid kits in work areas.
- B. When an employee believes that an unsafe or unhealthy working condition exists in the work area, the employee shall immediately report, using the appropriate form, the condition to the supervisor or the supervisors' representative.

## *ARTICLE XIX LEAVE PROVISIONS*

Any employee who is willfully absent without leave will forfeit compensation for the time of such absence and will be subject to disciplinary action up to and including dismissal.

Any earned leave taken under this Article may be taken in increments of fifteen (15) minutes with a minimum of one initial hour.

## Section 1 -- Paid Sick Leave

- A. Any employee employed on a full-time basis who is unable to work because of personal illness or disability, or because of illness or death of father, mother, brother, sister, husband, wife, child or other close relative, shall be granted paid sick leave.
- B. Each employee employed on a full-time basis shall earn one (1) day of paid sick leave for each month of employment which shall be credited

to the employee as prescribed by law and which shall not be used prior to the time it is credited. However, the employee shall be entitled to earn no more than one (1) day of paid sick leave times the number of months of employment. Employees shall earn paid sick leave for employment in the summer programs provided in the Florida Statutes. Paid sick leave shall be cumulative from year to year.

- C. Total accumulated paid sick leave may be used in any one (1) year when necessary. In no case will an employee be allowed to use unpaid sick leave until all earned sick leave is depleted.
- D. Earned paid sick leave in another Florida school district or in the Florida Department of Education shall be transferred at the request of the Personnel Department and credited to any employee having such accrued leave at the same rate as the employee earns in the district.
- E. Any employee whose personal illness extends beyond the period covered by accumulated sick leave pay should request a leave of absence. Unearned sick leave will be permitted for a maximum of twenty (20) consecutive work days. Leave beyond this period should be a Board approved Leave of Absence. If the employee is unable to or unwilling to complete the request for such a Leave of Absence, the Personnel Department may initiate the leave for up to ninety (90) days or the remainder of the fiscal year.

## Section 2 – Terminal Sick Leave Pay

- A. Terminal pay for accumulated sick leave will be in accordance with the following schedule. If termination of employment is by death of the employee, any terminal pay to which the employee is entitled shall be made to the beneficiary as identified with the Florida retirement system or other beneficiary identified to the School Board by the Employee.
  - 1. During the first three (3) years of service in Volusia County, the hourly rate of pay multiplied by thirty-five percent (35%) times the number of hours of accumulated sick leave.
  - 2. During the next three (3) years of service in Volusia County, the hourly rate of pay multiplied by forty percent (40%) times the number of hours accumulated sick leave.
  - 3. During the next three (3) years of service in Volusia County, the hourly rate of pay multiplied by forty-five percent (45%) times the number of hours of accumulated sick leave.

4. During and after the tenth (10th) year of service in Volusia County, the hourly rate of pay multiplied by fifty percent (50%) times the number of hours of accumulated sick leave.
  5. For retirement or death, terminal pay during or after the thirteenth (13th) year of service in Volusia County will be at the hourly rate of pay multiplied by one hundred percent (100%) times the number of hours of accumulated sick leave.
- B. Upon written request, an employee will receive an annual payment for accumulated sick leave that is earned for that year and that is unused at the end of the employee's work year according to the following schedule:
1. During the first three (3) years of service in Volusia County, the hourly rate of pay multiplied by thirty-five percent (35%) times the number of eligible hours of sick leave.
  2. During the next three (3) years of service in Volusia County, the hourly rate of pay multiplied by forty percent (40%) times the number of eligible hours of sick leave.
  3. During the next three (3) years of service in Volusia County, the hourly rate of pay multiplied by forty-five percent (45%) times the number of eligible hours of sick leave.
  4. During the next three (3) years of service in Volusia County, the hourly rate of pay multiplied by fifty percent (50%) times the number of eligible hours of sick leave.

Hours for which such payment is received will be deducted from the accumulated leave balance.

### Section 3 --Paid Personal Leave

Six (6) days sick leave each year may be used as paid personal leave. Five (5) of the six (6) paid personal leave days may be taken stating "no reason given". The other day must be requested stating reason for leave.

Paid Personal Leave, including the "no reason given" day, must be requested in advance. Where emergency conditions exist, the leave may be requested after the fact, however, the worksite supervisor or designee MUST be notified of such emergency leave by noon of the first day of the leave. Except when emergency conditions exist, these leaves should be requested two (2) weeks in

advance so that there is ample time for the forms to move through the appropriate channels.

Paid Personal Leave requested for immediately before or after a holiday period will be approved only for the most compelling of reasons, which must be stated in advance.

Paid Personal Leave for School Food Service employees may not be taken during pre- and post-planning nor on in-service days.

Paid Personal Leave, including the "no reason given" day, may not be taken for employment elsewhere.

Paid Personal Leave days are not cumulative, as such, but only as sick leave days.

#### Section 4 --Annual Leave

Only personnel employed on a twelve-calendar month basis will be granted paid vacations as follows:

##### A. Full Day Employees (eight 8 hours)

1. Employees with less than five (5) years of continuous service will earn eight (8) hours per month of annual leave.
2. Employees with five (5) or more years of continuous service will earn annual leave at the rate of ten (10) hours per month, or one-hundred twenty (120) hours per year.
3. Employees with ten (10) or more years of continuous service will earn annual leave at the rate of twelve (12) hours per month, or one-hundred forty-four (144) hours per year.

B. Annual leave may be accrued up to 500 hours. Less than full day employees will earn the pro rata amount. No days in excess of this amount may be carried forward from September 30 of each year.

C. Annual vacation leave may not be taken until the individual has been employed six (6) months except with the approval of the Chief Personnel Officer.

D. Terminal annual leave earned to date will be allowed to individuals who have been employed more than six (6) months.



- E. An employee has the right to terminal annual leave earned in prior years regardless of the conditions of his termination.
- F. Authorized terminal annual leave pay shall be payable to an employee in a lump sum upon termination of employment or upon retirement, or to the employee's beneficiary as identified with the Florida retirement system or other beneficiary identified to the School Board by the Employee if service is terminated by death.
- G. Employees may choose their vacation dates by district seniority within the annual leave schedule established by each department director or principal.
- H. Effective July 1, 1987, annual leave will be computed and reported on an hourly basis. Effective with ratification of this contract, annual leave may be taken in increments of 15 minutes with a minimum of one initial hour.

#### Section 5 -- Other Short-Term Leaves

##### A. Temporary Duty

1. Temporary duty leave shall be granted when such duty will cover attendance at required activities, attendance requested by the Superintendent, or participation as a representative of the school system. This is not a leave of absence, but rather an assignment to duty at a location other than the regular place of duty. Such duty should be requested to include necessary travel time to and from the location of the activity.
2. Temporary duty will be granted with pay for the appearance in any legal proceeding connected with the employee's employment, or with the school system or in any other legal proceeding such as jury duty, or when subpoenaed to appear before a public body or commission or other legal body if required by law to attend excluding personal litigation.

##### B. Military Leave with Pay

All regular full-time employees who are members of the United States Armed Services Reserves or members of the National Guard Reserves of the United States shall receive compensation up to a maximum of seventeen (17) days absence from their regular work, if they are ordered by the Armed Services Reserves or National Guard to report for temporary active duty provided that:

An employee not receiving annual paid vacations should plan to render his/her military service during the time school is not in session. If this is impossible, requests for leave for temporary military service with military orders attached must be submitted to the Personnel Department sufficiently early to be approved prior to the commencement of the leave.

#### C. Unpaid Personal Leave

Application to the immediate supervisor for unpaid personal leave of short duration will be made at least one (1) day in advance, except in cases of emergency, and the applicant for such leave shall not be required to state reasons for taking such leave.

### Section 6 -- Long-Term Leaves Without Pay

Employees are eligible for leave of absence for a period of one full year for illness, maternity/infant care, caring for a sick member of the employee's family and voluntary military service. Upon request, reasons for these leaves must be verified. Leave for these purposes may be granted to any employee for the remaining balance of a school year.

A leave maintains an employee-employer relationship during the length of said leave. An employee who desires to return to employment following the termination of a leave shall be given his/her position at the same work site. If the position has been eliminated, the employee will be assigned to a substantially equivalent position. If the employee refuses the reassignment, he/she will be terminated. If the employee fails to return upon expiration of leave, the employee will be terminated.

#### A. Maternity Leave and Infant Care Leave

An employee is eligible for maternity leave without pay for a period not to exceed one (1) year. Such leave shall commence on a date determined by the employee and her physician.

1. An employee is entitled, upon request, to use sick/annual leave for the purpose of short term maternity leave.
2. Child Care Leave - An employee may be entitled, upon request, to personal leave without pay to begin subsequent to the birth of his/her child and up to the balance of the current fiscal year.

3. Adoption of Children - An employee may be entitled, upon request, to personal leave without pay to commence subsequent to receiving legal custody of an infant child or prior to receiving such custody, if necessary, in order to fulfill the legal requirements for adoption.

B. Military Leave Without Pay

Military leave will be granted employees in accordance with Florida State Board of Education Administrative Rules. Under present regulations, leave shall be granted to any employee who is required to serve in the Armed Forces of the United States or the State of Florida in fulfillment of obligations incurred under selective service laws or because of membership in reserves of the Armed Forces or the National Guard. Leave shall be for the duration of service plus some reasonable time not to exceed one (1) year, as may be necessary for the employee to be reassigned and resume his/her duties. Employees who enter voluntarily into active duty for extended periods of service will be granted leave in accordance with the general policy governing long term of absence.

Section 7 – Union Leaves of Absence

A. Leaves

Employees may be granted leave without pay to attend union conventions, conferences or meetings when requested by the employee.

B. Negotiations

The Union may designate certain employees within the bargaining unit to serve as its Negotiating Team, and such employees will be granted leave with pay to attend negotiations with the Board. The above referenced designations will not exceed the following:

SFS Personnel - two (2) employees - no more than one (1) per school

Custodial Personnel - two (2) employees - no more than one (1) per school

Maintenance Personnel - two (2) employees - no more than one (1) per occupational group

Transportation Personnel - two (2) employees

### Campus Advisors - one (1) employee

- C. Union leave may be granted to as many as one employee designated by the Union for the purpose of serving as a representative of the Union or its State or National affiliate. Leave under this section shall be for a period of one year but may be renewed upon request. The Board will be reimbursed for salary and benefits accrued during such leave.

### Section 8 --Personal Injury Leave

Whenever an employee is absent from work as a result of personal injury due to assault arising out of and in the course of his employment, he shall be paid full salary for the period of such absence or the balance of the fiscal year whichever is shorter, if approved by the Board as provided for in Florida Statute 231.41 (1) (2), without having such absence charged to sick leave.

### Section 9 -- Professional Leave (Non-Union Related)

Employees may request professional leave to attend local, state and national meetings.

### Section 10 -- Workers' Compensation Benefits

In compliance with Florida Statute Section 231.41 any employee who sustains an injury on the job shall be entitled to fully compensated illness-in-the-line-of-duty leave not to exceed ten (10) school days during any one school year and Florida Statute Section 231.41 shall supersede Florida Statute Section 440.11 during that ten (10) day period. After the 10 days of illness-in-the-line-of-duty leave have been exhausted, Florida Statute Section 440.11 shall apply and Workers' Compensation shall be the sole source of recovery for an employee who sustains an injury on the job.

Workers' Compensation benefits are equal to two-thirds (2/3) of an employee's salary plus benefits up to a statutory maximum established by the State of Florida. If an employee is drawing workers' compensation benefits and has available sick leave he/she may supplement workers' compensation benefits with sick leave to where the combination of workers' compensation benefits plus sick leave equals his /her regular salary. This must be done by a written request from the employee to Payroll.

The Board will continue to provide employees on workers' compensation with group matching health insurance, life insurance, and retirement benefits.

If an employee has no earnings against which Payroll can deduct the employee's portion of group health insurance the Board will notify the

employee that he/she must send this payment directly to The School Board of Volusia County. If the employee chooses to let his/her group health insurance coverage cease the Board will no longer make its match.

Organization 9074 will be used for receiving employees transferred to a long-term workers' compensation status.

Transfer of an employee from his/her current organization to organization 9074 must be done by Notice of Personnel Action (NPA) and only upon securing approval for the transfer from the Risk Manager who will be responsible for monitoring Organization 9074.

Transfer of an employee to Organization 9074 frees his/her unit at the transferring organization to be filled by another employee.

When an employee is released to return to work the Board will make every effort to place the employee in an equivalent position (subject to any medical restrictions) within the district. The Board has no obligation to return the employee to his/her original organization.

## **ARTICLE XX**

### **SALARY AND FRINGE BENEFITS**

#### **Section 1 - Insurance**

The Board shall provide for employees an insurance program as follows:

##### **A. Life Insurance**

1. Each regular employee is provided fully paid life insurance coverage equal to the annual salary.
2. A participating employee, at his or her option, may choose to purchase additional available coverage as offered by the Board through payroll deductions.

##### **B. Group Health Insurance Policy - All regular employees who work four (4) or more hours per day shall be eligible for enrollment in the Group Health Insurance Plans approved by the Board. This coverage includes accidental death and dismemberment, hospitalization, dental and major medical. It is agreed that the cost of single coverage health insurance to the participating employees be sixty dollars (\$60.00) per year with the stipulation that the Board will receive all refunds, adjustments, returned**

reserves, and all other rebates which are received from all health, life and dental insurance coverage.

Participating employees may obtain additional coverage provided they assume the total cost of the additional coverage. The Board will pay fifty cents (\$.50) per month for each year of Volusia County service for those retired Employees who remain in an approved plan until age 65.

It is the responsibility of the employee to arrange for continued insurance coverage if for any reason the employee is on unearned sick leave or leave of absence.

- C. Disability Insurance - The Board will, upon request, deduct the monthly premium from the salaries of those employees who participate in Board approved disability income protection.
- D. Personal Accident Insurance - The Board will, upon request, deduct the monthly premium from the salaries of those employees who participate in Board approved Personal Accident Insurance protection.
- E. The bargaining unit shall have a voting voice on any insurance committee formed by the Board.

## Section 2 - Tax Shelter Annuity

The Board will, upon request, reduce the salaries of employees for contributions to tax sheltered annuities approved by the Board for payroll reductions.

## Section 3 - Salary Schedule

- A. For experience credit, only full years of verified school food service work will be allowed. For Volusia County experience, each year of service will be considered a full year of work regardless of whether the service was part-time or full-time, provided the service was rendered for at least one day more than half the work year.
- B. The salary schedule for the 1994-95 school year shall be attached as Appendix E, and shall be effective July 1, 1994.
- C. Step Increment
  - 1. Step increment for eligible employees in all categories. To be eligible for a step increment, an employee must have been employed at least one (1) day more than one-half (1/2) of the

preceding work year. The step increment for 1988-89 shall be granted and shall be payable the first full pay period after July 1, of the fiscal year. After January 1, 1987, new employees shall begin at Step 1, except that an employee will be granted up to a maximum of step 5 when experience is verified in the same or similar job category. Only Volusia County School Board experience will be granted to former employees re-employed by the Board. Former employees shall be placed at the last Step attained prior to separation.

2. The salary increment designated by the Salary Schedule shall not be implemented until negotiated and determined in accordance with Chapter 447, Florida Statutes. Nothing herein shall preclude the parties from negotiating changes in the values of the increments.
- D. Thirty cents (\$.30) per hour will be added to the top step of the current salary schedule for those employees who have been at the top step for their position for one (1) or more years. This provision only applies to those employees on a progressive step salary schedule.
  - E. Interns who have satisfactorily completed the one-year course of training, shall maintain their Intern classification and salary until a change of classification takes place.
  - F. Proof of current recertification by the American School Food Service Association Foundation, Inc., which has been earned and presented to the School Food Service Department prior to June 30 each year shall determine the pro-rata supplement for the following fiscal year payment. The compensation will be paid by December 15 of each year to each employee who maintains active certification status.

The total amount available on a pro-rata basis will be \$6,800.
  - G. Upon promotion and/or upward reclassification an employee shall have his/her pay increased to the proper step which would place the employee above his/her current hourly rate or above the new base rate of pay whichever is greater. No loss in hourly rate shall occur to an employee being promoted and/or upward reclassification.
  - H. The salary schedule for bus operators and bus assistants reflects a fifteen cent (\$.15) split shift differential.
  - I. Campus Advisors step schedule implementation: Effective July 1, 1994, the maximum placement is Step 3. Effective July 1, 1995, the

maximum placement is Step 4. Effective July 1, 1996, and thereafter the maximum placement in Step 5.

#### Section 4 - Expenses

Official travel and per diem or subsistence expenses within and without the school district shall be made and reimbursed in accordance with Florida Statutes and State Board Administrative Rules.

#### Section 5 - Substitute Managers

An employee who substitutes for a Food Service Manager, who is on an approved Leave of Absence, or is out sixty-five (65) days or more on sick leave will be paid on the manager's salary schedule.

#### Section 6 - Longevity Pay

"Service" as used in this provision means creditable service under the Florida Retirement System which has been verified under FRS.

A. To be eligible, the potential retiree must have:

1. twenty-five (25) years or above of verified service
2. ten (10) years of service in Volusia County at retirement time
3. Bus Operators who attain the age of sixty (60) years and have twenty-one (21) years of creditable service including ten (10) years in Volusia County are eligible to enter the longevity cycle. Failure to achieve verification of the twenty-first (21st) year will waive the right of payment for that year.

B. The longevity pay will be paid in the five (5) years immediately before normal retirement. It will consist of increments of \$500 the first year of the cycle, \$550 the second, \$600 the third, \$650 the fourth and \$700 the last year before retirement.

C. For longevity pay, verification of creditable service will be the responsibility of the individual. Failure to achieve verification of the twenty-sixth (26th) year will waive the right of payment for that year.

#### Section 7 - Out of Class Pay

Whenever an employee temporarily is charged to perform in general duties and responsibilities of a position in a higher rated classification that are



separate and distinct from those of the employee's own position for a period of any five or more full consecutive days, in a calendar quarter, the employee shall be compensated, retroactive to the time the assignment took place, at an amount equal to the minimum step of the pay range for the temporary position or at one step above the employee's current rate of pay, whichever is greater.

## **ARTICLE XXI**

### **UNIFORMS AND CLOTHING ALLOWANCE**

The Board agrees to provide the uniforms or uniform allowance as listed below:

- A. Each regular (non-probationary) School Nutrition Service Employee as of December 1 will receive an annual uniform allowance of \$170.00. As of two weeks prior to the opening of the assigned school, the Board shall provide uniforms for the regular (non-probationary) school nutrition service employees.
- B. Transportation Employees
  - 1. Non-probationary bus operators and Bus assistants will receive uniforms consisting of three shirts, two pairs of slacks or skirts (effective with the 1995-96 school year, the option shall be expanded to include shorts), and the choice of either a short jacket/sweater to be replaced every three years or either a blazer/sweater to be replaced every five years. Upon separation the employee shall return the jacket and/or blazer. Each bus operator and bus assistant who is on Step 2 or above as of December 1, will receive an annual (uniform) allowance of \$50.00 for the purchase of approved uniform accessories.
- C. Uniforms for Transportation and Maintenance Mechanics, Helpers, and Custodians.
  - 1. The following non-probationary employees will have the equivalent of eleven (11) shirts and eleven (11) pants available to them every two (2) weeks:
    - Transportation Mechanics and Helpers
    - Maintenance Mechanics and Helpers
    - Maintenance Vehicular Mechanics

2. The following non-probationary employees will have the equivalent of eleven (11) shirts and seven (7) pants available to them every two weeks.

Custodians  
Head Custodians

D. Warehouse Employees

1. Non-probationary warehousemen and deliverymen will have the equivalent of eleven (11) shirts and eleven (11) pants available to them every two (2) weeks.
2. Non-probationary freezer workers and drivers and helpers of freezer trucks will have insulated jackets, insulated gloves and insulated boots available to them.

E. Coveralls shall be made available in all shops in the Maintenance and Transportation Departments.

**ARTICLE XXII**  
**EVALUATIONS**

- A. Each employee's job performance shall be evaluated at least once annually. The evaluation is the considered opinion of the evaluator. Each employee shall receive a copy of his evaluation. The completed evaluation shall be signed by the employee. The signature of the employee does not constitute a concurrence or approval of the evaluation. The Board will endeavor to standardize evaluation procedures in all departments during the contract year. The Board agrees to notify the Union prior to implementation of any changes in the evaluation instrument. Employees will be notified of any changes in the evaluation instrument prior to its implementation.
- B. AFSCME bargaining unit members, with the exception of School Food Service Managers, are prohibited from evaluating other AFSCME bargaining unit members. In the preparation of an evaluation, the principal or worksite supervisor may elicit input from a bargaining unit member.

**ARTICLE XXIII**  
**MISCELLANEOUS AGREEMENTS**

The Board agrees to the following:

- A. The Board will discontinue the irregular splitting of shifts for custodial employees except in emergencies.
- B. The Board agrees to replace tools considered to be basic for respective jobs as designated by supervisor. To be considered for replacement, a broken tool must be reported to the supervisor or his designee by the end of that work day. This replacement is restricted to tools broken on the job.
- C. Each employee shall receive an annual report which shall include; hourly rate, number of hours of annual employment and job classification. The report will be prepared and distributed in a timely manner following the ratification of the contract.
- D. The number of annual leave and sick leave days used and the number of annual leave days' balance will be shown on the statement of earnings and deductions.
- E. Custodians shall not be required to supervise students at any time except in emergencies.
- F. An employee shall not be required to transport School Board property in his personal vehicle except in case of an emergency.
- G. The cost of printing the Agreement will be shared equally between parties. The quantity printed and the size of print will be mutually agreed upon. Distribution shall be the responsibility of the Union.
- H. Inservice training will be offered to all custodians.
- I. The Board shall consider providing a substitute custodian whenever a regular custodian is absent for more than three (3) working days.
- J. Reasonable effort shall be made to notify annually contracted employees who are not recommended for reappointment at least 9 working days prior to the last day of their contract.

**ARTICLE XXIV**  
**MISCELLANEOUS AGREEMENTS-TRANSPORTATION**

- A. The Board shall notify operators, no later than May 31st, by letter, of the possibilities and eligibility for summer employment. Upon implementation of summer work assignment, no changes will be made.
- B. Only at the beginning of employment and the beginning of each school year thereafter, operators will indicate in writing, whether they will accept in-hour, between hour or after hour extra trips. Once operators indicate the type(s) of trips they will accept, a commitment has been made and they cannot refuse more than two extra trips except for personal illness or illness or death of an immediate family member. A record of all extra trips will be posted on a semi-monthly basis. Traditional summer work, in-hour and after hour extra trips will be rotated according to seniority, using substitutes on routes as necessary, on an on-going basis in the following areas:

<u>SOUTHEAST VOLUSIA</u>	<u>HALIFAX</u>	<u>NORTHWEST VOLUSIA</u>	<u>SOUTHWEST VOLUSIA</u>
Burns-Oak Hill Elementary	Bonner Elementary	Atlantic High School	Deltona High
Chisholm Elementary	Campbell Middle	Blue Lake Elementary	Deltona Middle
Coronado Elementary	Holly Hill Elementary	Boston Avenue	Deltona Lakes Elementary
Edgewater Public	Holly Hill Middle	DeLand Middle	Discovery Elementary
Horizon Elementary	Hurst Elementary	DeLand High	Enterprise Elementary
Indian River Elementary	Mainland High	Euclid Avenue	Friendship Elementary
Longstreet Elementary	Ormond Beach Elementary	George Marks Elementary	Galaxy Middle
New Smyrna Beach Middle	Ormond Beach Middle	Long-Lake Helen Elementary	Osteen Elementary
New Smyrna Beach High	Ortona Elementary	McInnis Elementary	Timbercrest Elementary
Port Orange Elementary	Osceola Elementary	Orange City Elementary	Sunrise Elementary
Read Pattillo Elementary	Palm Terrace Elementary	Seville Public	
Pine Ridge Elementary	Pine Trail Elementary	Southwestern Middle	
Samsula Elementary	Riverview Elementary	Starke Elementary	
Silver Sands Middle	Seabreeze High	Taylor Middle/High	
South Daytona Elementary	T.T. Small Elementary	Woodward Avenue	
Spruce Creek Elementary	Tomoka Elementary		
Spruce Creek High	Westside Elementary		
Sugar Mill Elementary			

Between hour trips, excluding emergencies, will be assigned by seniority unless the operator is not available. If an operator is unavailable, the trip will be offered to the next most senior operator.

- C. "Regular route", "special route" and "extra trip" shall be defined as follows:

1. Regular route: A route scheduled to be run on a daily basis involving primarily "home to school to home" transportation of students.
  2. Special route: A route scheduled to be run on a daily basis which is not part of a regular route, and which usually would not involve "home to school to home" regular school hours transportation of students.
  3. Extra trip: Where a school or other entity contracts with Transportation Services to transport students to an activity on a certain, specific day.
- D. The Board will make an effort to assign the same route, morning and afternoon, to the same driver.
- E. The Board will provide operators with reports, when available, indicating special attention that may be necessary for E.S.E. students.
- F. School buses will be driven only by Certified Bus Operators.
- G. The Board will singularly evaluate problems caused by E.S.E. students as reported by operators. If, after corrective measures fail and the problem still exists, a bus assistant will be assigned on a temporary basis.
- H. Compensation for all bus operators shall include pre-trip inspection time and post-trip clean up time.
- I. Each bus operator shall have a five hour minimum day based on 180 days per school year except as follows:
1. The Board may hire, on a limited basis, less than five hour minimum operator with a guarantee of two and one-half (2 1/2) hours to run either a morning route or an afternoon route. Operators with less than five hours shall be used, no more than necessary. In no event shall a less than five hour operator be used in a morning and afternoon in place of, or to replace a regular route. Extended time will be computed on a weekly basis beyond a twenty-five (25) hour work week.
  2. During any period of time in which schools on a modified school calendar are in session and schools on traditional calendar are not in session, or in which schools on a traditional school calendar are in session and schools on a modified calendar are not in session, operators whose routes serve both a school(s) on a traditional school calendar and a school(s) on a modified school calendar shall have a four hour guarantee. However, such operators' regular route assignment shall include no less than 900 hours per school year.

- J. Bus operators who are scheduled to make extra trips shall receive twelve dollars (\$12) wages for extra trips which are canceled within six (6) hours prior to designated start of the trip, unless extenuating circumstances or emergencies occur. Any bus operators who fails to make an extra trip without proper notification, forfeits the right to any extra trip assignment for the balance of the school year.
- K. Routes shall not be classified as temporary for more than sixty (60) working days, unless extenuating circumstances occur.
- L. Bus operators shall not be evaluated on conduct of students at bus stops, except as required by school district responsibilities under Florida Statutes, Board policy, and/or Transportation Services procedures.
- M. A Bus operator's normal day shall not be broken into more than two segments, excluding special routes. Special routes that are not part of a regular route shall be posted for bid. Bidding will be by seniority, contingent upon the operator not having a conflict with his or her regular route and the assignment not causing the district to incur an overtime payment obligation. This does not preclude an operator from obtaining overtime in conjunction with an extra trip. Operators having unassigned time of less than sixty minutes between the completion of a regular route and the beginning of an special route shall be compensated an additional 15 minutes pay. A seniority list shall be maintained in each area.

The bidding on regular and ESE routes shall be done by seniority at each worksite at the beginning of each year. Routes vacated by termination, separation, leave of absence, or newly established routes shall be posted for bid. Routes vacated by the bid process shall be filled with unassigned operators.

- N. It is the responsibility of the bus operators to keep the bus interior clean and neat at all times according to existing regulations and policies.
- O. Substitute operators will be used for after-hour trips only in the case of emergencies.
- P. Each bus operators shall be paid for fifteen (15) minutes clean-up time at the end of his route, morning and afternoon.
- Q. Whenever possible, substitute Bus Assistants shall be provided when the regular assistant is absent.

- R. Route information will be made available by the route supervisor upon request.
- S. Trip sheets will be posted on a monthly basis. Upon receipt of the sheets by the Department of Transportation, all trips will be dated.
- T. The Board agrees to establish a procedure to provide for required physical exams for regular bus operators who have been reappointed for the next school year at no cost to the employee. Such procedures shall not be negotiable, and the employee must abide by the procedure in order to obtain this benefit.
- U. A committee consisting of three (3) persons appointed by Union and three (3) persons appointed by the Superintendent shall be established to study and provide input to the administration or make recommendations, whichever is appropriate, on the following issues:
  - 1. Regular route, special route and extra trip assignment procedures.
  - 2. Compliance with new Federal mandates.
  - 3. Issues that arise in the course of business.

The committee shall meet as is agreed to be necessary in order to provide input and make recommendations by March of 1995, for changes to procedures. The purpose of the committee shall be for the means of continuing communications, and is not intended to be used to discuss pending grievances or for the purpose of negotiations.

#### **ARTICLE XXV SAVINGS CLAUSE**

If any provision of this Agreement is in contravention of the laws or regulations of the United States or of this State, by reason of any court action or existing or subsequently enacted legislation; or if the appropriate governmental body having a mandatory power to change a law, rule or regulation which is in conflict with a provision of this Agreement fails to enact or adopt an enabling amendment to make the provision effective in accordance with Section 447.309(3), Florida Statutes; then such provision shall not be applicable, performed or enforced; but the remaining parts or portions of this Agreement shall remain in full force and effect for the term of the Agreement. This contract shall be interpreted in accordance with all applicable State and Federal law.

**ARTICLE XXVI**  
**DURATION**

This agreement shall be effective upon completion of ratification by the Union and adoption by the Board, and shall remain in full force and effect through June 30, 1997. If either party so desires to alter or renew this agreement upon its expiration, a written notice must be submitted to the other party prior to May 1, of the year in which the agreement expires.

In the event that the Board and Union fail to secure a final agreement prior to the expiration date of this agreement, the parties may mutually agree in writing to extend this agreement for a specific period of time.

By consent of both parties any Article may be opened at any time.

For the 1995-96 and 1996-97 fiscal years, Article XX, Salary and Fringe Benefits and up to two additional articles may be opened for negotiation by either party.

Notice hereunder shall be given by registered or certified mail and if by the Board, shall be addressed to AFSCME, Florida Council 79, 1310 W. Colonial Drive, Suite 28, Orlando, Florida 32804, and if by the Union, shall be addressed to Superintendent of Schools, P.O. Box 2118, DeLand, Florida 32720. Either party may by a like written notice, change the address to which notice shall be given. Notices shall be considered to have been given as of the date shown on the postmark.



IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and sealed the 4th day of November, 1994

Jim Jacobs  
AFSCME Local 850

Jeff L. Timlin  
Chairman, Volusia County  
School Board

Judy Craig  
AFSCME Local 850

Joan P. Kowal  
Superintendent, School Board  
of Volusia County

George E. Embrey  
AFSCME Local 850

R. L. [Signature]  
Chief Negotiator, School Board  
of Volusia County

Norman W. [Signature]  
AFSCME Local 850

William A. [Signature]  
AFSCME Local 850

Phyllis Lehmann  
AFSCME Local 850

A. Roger Flores  
AFSCME Local 850

Analy R. [Signature]  
Chief Negotiator  
AFSCME Local 850

## **APPENDIX A**

### **OCCUPATIONAL GROUPS**

Certified by Florida Public Employees Relations Commission Certification 487 as amended by PERC Order Number 89-282 October 2, 1989

All regular full-time and regular part-time employees, regardless of source of funding, employed by the Volusia County School Board in the following job classifications:

Bus Operators  
Custodian  
Custodian/Shift Leader  
Head Custodian  
Ground Crew  
Security Guard  
Technician  
Warehouseman  
Food Service Manager  
Food Service Assistant Manager  
Food Service Assistant  
Food Service Intern  
Lunchroom Hostess  
ROTC Clerk  
Gasoline Terminal Attendant  
Deliveryman  
Truck-Driver, Heavy Equipment Operator  
Mechanic - Transportation  
Mechanic - Maintenance  
Mechanic's Helper - Maintenance  
Mechanic's Helper - Transportation  
Bus Aide  
Campus Advisor  
Mental Health Technician

# AFSCME 95

## Head Custodian 12.5-16.49

Step	
1	6.69
2	6.92
3	7.14
4	7.37
5	7.59
6	7.80
7	8.03
8	8.25
9	8.48
10	8.69
11	8.91
12	9.14
13	9.36
14	9.67

## Head Custodian 16.5+

Step	
1	6.96
2	7.2
3	7.42
4	7.64
5	7.87
6	8.08
7	8.31
8	8.53
9	8.75
10	8.97
11	9.19
12	9.42
13	9.64
14	9.95

## Technician

Step	
1	6.37
2	6.59
3	6.92
4	7.26
5	7.59
6	7.92
7	8.25
8	8.58
9	8.91
10	9.24
11	9.58
12	9.92
13	10.25
14	10.56

## Campus Advisors

Step	
1	7.17
2	7.42
3	7.64
4	7.87
5	8.08
6	8.39
7	8.39
8	8.39
9	8.39
10	8.39
11	8.39
12	8.39
13	8.39
14	8.39

## Student Nutrition Managers

SLADA		
0-300	HS Grad	10.69
	1 Yr Coll	10.80
	2 Yr Coll	10.91
301-600	HS Grad	11.13
	1 Yr Coll	11.24
	2 Yr Coll	11.35
601-900	HS Grad	11.57
	1 Yr Coll	11.69
	2 Yr Coll	11.80
901-over	HS Grad	12.02
	1 Yr Coll	12.13
	2 Yr Coll	12.23

## Student Nutrition Assistants

Step	
1	5.89
2	6.10
3	6.48
4	6.86
5	7.26
6	7.57
7	7.57
8	7.57
9	7.57
10	7.57
11	7.57
12	7.57
13	7.57
14	7.57

## Student Nutrition Intern

7.70

## Student Nutrition Assistant Manager

8.53

# AFSCME 1995

Shift Leader  
Head Custodian 1-3.49  
Security Guard  
Truck Driver

## Bus Assistants

## Custodians

Step

1	5.71
2	5.91
3	6.14
4	6.35
5	6.58
6	6.89
7	6.89
8	6.89
9	6.89
10	6.89
11	6.89
12	6.89
13	6.89
14	6.89

Step

1	5.40
2	5.59
3	5.82
4	6.03
5	6.26
6	6.48
7	6.70
8	6.92
9	7.14
10	7.37
11	7.59
12	7.80
13	8.03
14	8.34

Step

1	5.62
2	5.82
3	6.03
4	6.26
5	6.48
6	6.70
7	6.92
8	7.14
9	7.37
10	7.59
11	7.80
12	8.03
13	8.25
14	8.56

Head Custodian 3.5-7  
Lunchroom Hostess  
Utility Crew

Deliveryman  
Warehouseman

Mechanic's Helper

Step

1	5.89
2	6.10
3	6.31
4	6.53
5	6.76
6	6.98
7	7.20
8	7.42
9	7.64
10	7.87
11	8.08
12	8.31
13	8.53
14	8.84

Step

1	6.10
2	6.31
3	6.53
4	6.76
5	6.98
6	7.20
7	7.42
8	7.64
9	7.87
10	8.08
11	8.31
12	8.53
13	8.75
14	9.06

Step

1	6.10
2	6.31
3	6.70
4	7.09
5	7.47
6	7.87
7	8.25
8	8.56
9	8.56
10	8.56
11	8.56
12	8.56
13	8.56
14	8.56

## AFSCME 95

### Bus Driver Bus Dispatcher

Step	
1	6.52
2	6.75
3	7.08
4	7.41
5	7.74
6	8.07
7	8.40
8	8.74
9	9.07
10	9.40
11	9.74
12	10.07
13	10.40
14	10.71

### Head Custodian 7.5-12.49

Step	
1	6.42
2	6.64
3	6.86
4	7.09
5	7.31
6	7.53
7	7.75
8	7.97
9	8.20
10	8.41
11	8.64
12	8.86
13	9.08
14	9.39

### Heavy Equipment Operator

Step	
1	6.85
2	7.09
3	7.31
4	7.53
5	7.75
6	7.97
7	8.20
8	8.41
9	8.64
10	8.86
11	9.08
12	9.30
13	9.52
14	9.83

### Mental Health Technician Case Worker

Step	
1	7.49
2	7.75
3	8.08
4	8.41
5	8.75
6	9.08
7	9.42
8	9.75
9	10.08
10	10.41
11	10.74
12	11.07
13	11.41
14	11.72

### Mechanic

Step	
1	8.19
2	8.48
3	8.69
4	8.91
5	9.14
6	9.36
7	9.58
8	9.80
9	10.02
10	10.25
11	10.46
12	10.69
13	10.91
14	11.22

### Foreman Building Managers

Step	
1	9.10
2	9.42
3	9.64
4	9.85
5	10.08
6	10.30
7	10.53
8	10.74
9	10.96
10	11.19
11	11.41
12	11.63
13	11.85
14	12.16

## **APPENDIX C**

### **SICK LEAVE BANK**

#### **PURPOSE:**

To enable employers to provide protection in cases of long term catastrophic illness and to encourage employees to "SAVE" sick leave for a valuable future economic benefit (terminal leave).

#### **PRINCIPLES:**

1. To become a member of the Sick Leave Bank, an employee must have accumulated ten sick leave days at the annual enrollment period.
2. Enrollment will be open annually during the month of September.
3. To use "bank days," the member must first use all other accumulated days and be off the payroll for five days.
4. Members will be granted four times the number of days they have accumulated at the beginning of their illness to a maximum of 100 days.
5. Former employees returning to service may "join" the bank within ten days of their employment if they meet all other criteria.
6. Days from the bank may only be used for extended personal physical or mental disability.
7. The bank will be administered by the union.
8. In case of extreme hardship, the bank administrators may grant additional days voluntarily given by other bank employees.
9. If the bank is depleted during the school year, members may be assessed up to two additional days.
10. The bank administrators will determine the eligibility of membership in the Sick Leave Bank.

## APPENDIX D

### I. Florida Statute 231.291 - Personnel Files

Public school system employee personnel files shall be maintained according to the following provisions:

- (1) (a) Except for materials pertaining to work performance or such other matters that may be cause for discipline, suspension, or dismissal under laws of the state, no derogatory materials relating to an employee's conduct, service, character, or personality shall be placed in the personnel file of such employee.
- (b) No anonymous letter or anonymous materials shall be placed in the personnel file.
- (2) (a) Materials relating to work performance, discipline, suspension, or dismissal must be reduced to writing and signed by a person competent to know the facts or make the judgment.
- (b)
  1. No such materials may be placed in a personnel file unless they have been reduced to writing within 45 days, exclusive of the summer vacation period, of the school system administration becoming aware of the facts reflected in the materials.
  2. Additional information related to such written materials previously placed in the file may be appended to such materials to clarify or amplify them as needed.
- (c) A copy of such materials to be added to an employee's personnel file shall be provided to the employee either:
  1. By certified mail, return receipt requested, to his address of record; or
  2. By personal delivery. The employee's signature on a copy of the materials to be filed shall be proof that such materials were given to the employee, with the understanding that such signature merely signifies receipt and does not necessarily indicate agreement with its contents.
- (d) An employee has the right to answer in writing any such materials in a personnel file on July 1, 1983, as well as any such materials filed thereafter, and the answer shall be attached to the file copy. An employee has the right to request that the superintendent or his designee make an informal inquiry regarding materials in his personnel file which the employee believes to be false. The official who makes the inquiry shall append to the material a written report of his findings.
- (e) Upon request, an employee, or any person designated in writing by the employee, shall be permitted to examine the personnel file of such employee. The employee shall be permitted conveniently to reproduce any materials in the file, at a cost no greater than the fees prescribed in s. 119.07(1).
- (f) The custodian of the record shall maintain a record in the file of those persons reviewing the file each time it is reviewed.
- (3) (a) Public school system employee personnel files are subject to the provisions of s. 119.07(1), except as follows:

1. Any complaint and any material relating to the investigation of a complaint against an employee shall be confidential and exempt from the provisions of s. 119.07(1) until the conclusion of the preliminary investigation or until such time as the preliminary investigation ceases to be active. If the preliminary investigation is concluded with the finding that there is no probable cause to proceed further and with no disciplinary action taken or charges filed, a statement to that effect signed by the responsible investigating official shall be attached to the complaint, and the complaint and all such materials shall be open thereafter to inspection pursuant to s. 119.07(1). If the preliminary investigation is concluded with the finding that there is probable cause to proceed further or with disciplinary action taken or charges filed, the complaint and all such materials shall be open thereafter to inspection pursuant to s. 119.07(1). If the preliminary investigation ceases to be active, the complaint and all such materials shall be open thereafter to inspection pursuant to s. 119.07(1). For the purpose of this subsection, a preliminary investigation shall be considered active as long as its continuing with a reasonable, good faith anticipation that an administrative finding will be made in the foreseeable future. An investigation shall be presumed to be inactive if no finding relating to probable cause is made within 60 days after the complaint is made.
2. An employee evaluation prepared pursuant to s. 231.17(3), s. 231.29, or s. 231.36 or rules adopted by the State Board of Education or local school board under the authority of those sections shall be confidential and exempt from the provisions of s. 119.07(1) until the end of the school year immediately following the school year in which the evaluation was made. No evaluation prepared before July 1, 1983, shall be made public pursuant to this section.
3. No material derogatory to an employee shall be open to inspection until 10 days after the employee has been notified pursuant to paragraph (2)(c).
4. The payroll deduction records of an employee shall be confidential and exempt from the provisions of s. 119.07(1).
5. Employee medical records, including psychiatric and psychological records, shall be confidential and exempt from the provision of s. 119.07(1); provided, however, at any hearing relative to the competency or performance of an employee, the hearing officer or panel shall have access to such records.

The exemptions contained in this paragraph are subject to Open Government Sunset Review Act in accordance with s. 119.14.

- (b) Notwithstanding other provisions of this subsection, all aspects of the personnel file of each employee shall be open to inspection at all times by school board members, the superintendent, and the principal, or their respective designees, in the exercise of their respective duties.
  - (c) Notwithstanding other provisions of this subsection, all aspects of the personnel file of each employee shall be made available to law enforcement personnel in the conduct of a lawful criminal investigation.
- (4) The term "personnel file" as used in this section, means all records, information, data or material maintained by a public school system, in any form or retrieval system whatsoever, with respect to any of its employees, which is uniquely applicable to that employee whether maintained in one or more locations.



## II. VOLUSIA COUNTY SCHOOL BOARD POLICY NUMBER 412 - EMPLOYEE PERSONNEL FILES

The school board shall maintain employee personnel files in accordance with Florida Statutes and Florida State Board of Education Administrative Rules.

Employee personnel files are maintained by the personnel department according to the following provisions:

### I. Maintenance of Personnel Files

- A. Personnel files include the following materials where appropriate: job applications, oath of loyalty, records of appointment, transfer, leave of absence, resignation and/or separation; teaching certificates, evaluations, contracts, authorizations for salary payments and salary adjustments, college and university transcripts, verification of previous employment, and such other materials as permitted by Florida Statutes and Florida State Board of Education Administrative Rules.
- B. No anonymous letters or anonymous materials will be placed in the personnel file.
- C. The personnel file may not include derogatory materials except those pertaining to work performance or such other matters that may be cause for discipline, suspension or dismissal.
- D. Materials related to work performance, discipline, suspension, or dismissal will be placed in the personnel file according to the following provisions:
  1. Such materials must be in writing and signed by a person competent to know the facts or make the judgment.
  2. No such materials may be placed in a personnel file unless they have been reduced to writing within 45 days, exclusive of the summer vacation period, of the school system administration becoming aware of the facts reflected in the materials. Additional information relating to such written materials previously placed in the file may be appended to such materials to clarify or amplify as needed.
  3. A copy of such materials shall be provided to the employee either (a) by certified mail, return receipt requested, to his/her address of record; or (b) by personal delivery to the employee. The employee's signature on a copy of the materials to be filed shall be proof that such materials were given to the employee, with the understanding that such signature merely signifies receipt and does not necessarily indicate agreement with the contents.
  4. The employee has the right to answer in writing any such materials in his/her personnel file, and such answer will be attached to the file copy. A copy of the written answer will be provided to the employee's principal or department administrator. The employee may request that the superintendent or his designee make an informal inquiry regarding materials in his/her personnel file which the employee believes to be false. The official making the inquiry shall append a written report of his findings to the materials. A copy of such written report shall be provided to the employee.

- E. Personnel files maintained by a principal or department administrator shall contain only those materials of which the original or a copy is on file in the employee's personnel file maintained in the personnel department, or materials related to an evaluation in progress.

## II. Access to Personnel Files

### A. Employee Access to His/Her Own Personnel File

1. An employee, or any person designated in writing by the employee, may review the employee's personnel file in the personnel department office, by appointment, during regular office hours, under the supervision of the assistant superintendent of human resource development or designee.
2. Upon written request, an employee shall be afforded a copy of any materials in the file at a cost no greater than 5¢ per page.

### B. Public Access to Personnel files

1. Employee files are open to public inspection except as follows:
  - a. No employee evaluations completed prior to July 1, 1983 are open to the public.
  - b. No employee evaluation completed on or after July 1, 1983 shall be open to the public until the end of the school year immediately following the school year which the evaluation is made.
  - c. Payroll deduction records of an employee shall be confidential and not open to the public.
  - d. Any complaint and any materials relating to an investigation or a complaint against an employee shall be confidential until the conclusion of the preliminary investigation ceases to be active. An investigation shall be presumed to be inactive if no finding relating to probable cause is made within sixty (60) days after the complaint is made.
  - e. Employee medical records, including psychiatric and psychological records, shall be confidential; provided, however, at any hearing relative to an employee's competency or performance, the hearing officer or panel shall have access to such records.
  - f. No materials derogatory to the employee shall be open to inspection until 10 days after the employee has been notified as specified in paragraph I(D)(3) above.
2. A request by anyone other than the employee to examine an employee's personnel file must be made in writing. A written notice will be sent to a currently active employee when access to his/her personnel file has been requested. The personnel file will be made available for examination in the personnel department office by appointment, during regular office hours, under the supervision of the assistant superintendent of human resource development or designee. Only those records which are open to public inspection will be made available for examination. The chief personnel officer or designee shall furnish copies of documents from an employee's personnel file upon written request. The written request must indicate the employee's name and specify the document(s) to be reproduced. The school board

may charge a fee commensurate with the actual cost of copying the requested document(s). Only those documents which are open to public inspection by law will be allowed to be reproduced.

3. A record shall be maintained in the employee's personnel file each time it is reviewed. This record shall include the name of the person reviewing the file, date of review and identification of any document(s) reproduced from the file. A copy of this record will be sent to the employee if currently employed.

C. Official Access to Personnel files

1. All aspects of each employee's personnel file, including material otherwise closed to public examination, shall be open to inspection at all times by school board members, the superintendent and the principal or their respective designees in the exercise of their respective duties.

2. All aspects of each employee's personnel file, including material otherwise closed to public examination, shall be made available to law enforcement personnel in the conduct of a lawful criminal investigation.

D. All inquiries about, or request for access to, employee personnel files shall be referred to the assistant superintendent of human resource development or designee.

Legal Authority:

Section 230.22(2), 230.32(3), Florida Statutes

Laws Implemented:

Chapter 119; Sections 231.29, 231.291, Florida Statutes

Rule, 6A-1.069, Florida Administrative Code

(Adopted -- May 8, 1984)

(Revised -- September 27, 1988)

(Effective -- September 27, 1988)

## ***Appendix E***

### ***MEMORANDUM OF AGREEMENT***

In the interest of improved relations and better communications, the Volusia County School District and AFSCME Council 79 agree to the following terms:

1. A joint committee will be established to study the complete pay schedule and several issues related thereto, including schedule simplification, comparative analysis, shift differentials, and education/training supplements. The committee shall strive to have a report and recommendation at the start of the next negotiations.
2. The issue of an apprenticeship program will be referred to the labor management dialog committee.
3. The issues of the process for creating and revising job descriptions shall also be discussed by the labor management dialog committee with the recognition that the duties included thereon should be appropriate to the classification, as should the other duties as assigned.

Volusia County School Board Employees  
**AFSCME COUNCIL 79**  
**STRENGTH IN NUMBERS**  
**PROGRAM**

ECR \_\_\_\_\_ ADDRESS \_\_\_\_\_ PHONE \_\_\_\_\_

SOCIAL SECURITY NO. \_\_\_\_\_ DEPARTMENT \_\_\_\_\_  
(Fold in and mail)

**AFSCME CHECKOFF AUTHORIZATION**

WORK LOCATION \_\_\_\_\_ TITLE \_\_\_\_\_ VOLUSIA COUNTY SCHOOL  
BOARD LOCAL 850  
FULL NAME) \_\_\_\_\_ (SOC. SEC. NO.) \_\_\_\_\_ (BARGAINING UNIT)

I authorize the Volusia County School Board by and through its Agency to deduct from my pay, bi-monthly, beginning with the pay for the first full pay period from the date this authorization is received by the Agency employee organization membership dues and uniform assessments if any of the American Federation of State, County, and Municipal Employees (AFSCME AFL-CIO), in the amount as may be established from time to time in accordance with the Constitution and By-Laws of the AFSCME and ratified in writing to the Volusia County School Board by an accredited officer and direct the Volusia County School Board to pay over the sum or sums so deducted to a duly authorized representative of AFSCME.

This authorization is made pursuant to Section 447.303, Florida Statutes, and shall continue until 1) revoked by me at any time upon 30 days written notice to my employer and the employee organization, 2) revoked pursuant to Section 447.507, Florida Statute, 3) the termination of my employment, or 4) my transfer, promotion, or demotion out of this bargaining unit.

(Retained by Union)

**AFSCME DUES CHECKOFF AUTHORIZATION**

I hereby authorize the Volusia County School Board to deduct bi-monthly membership dues in the amount as may be established from time to time in accordance with the Constitution and By-Laws of AFSCME, and to transmit the sum so deducted to that organization. This authorization is made pursuant to Section 447.303, Florida Statutes, and shall continue until 1) revoked by me at any time upon 30 days written notice to employer and the employee organization, 2) revoked pursuant to Section 447.507, Florida Statute, 3) the termination of my employment, or 4) my transfer, promotion, or demotion out of this bargaining unit.

WORK LOCATION) \_\_\_\_\_ (TITLE) \_\_\_\_\_ (SOC. SEC. NO.) \_\_\_\_\_

HOME ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

Please mark which applies  
10-month employee ☐  
12-month employee ☐  
Amount deducted yearly \$ \_\_\_\_\_ @ \$ \_\_\_\_\_ per pay period

(EMPLOYEES SIGNATURE) \_\_\_\_\_

(Payroll's Copy)

**AFSCME CHECKOFF AUTHORIZATION**

WORK LOCATION \_\_\_\_\_ TITLE \_\_\_\_\_ VOLUSIA COUNTY SCHOOL  
BOARD LOCAL 850  
FULL NAME) \_\_\_\_\_ (SOC. SEC. NO.) \_\_\_\_\_ (BARGAINING UNIT)

I authorize the Volusia County School Board by and through its Agency to deduct from my pay, bi-monthly, beginning with the pay for the first full pay period from the date this authorization is received by the Agency employee organization membership dues and uniform assessments if any of the American Federation of State, County, and Municipal Employees (AFSCME AFL-CIO), in the amount as may be established from time to time in accordance with the Constitution and By-Laws of the AFSCME and ratified in writing to the Volusia County School Board by an accredited officer and direct the Volusia County School Board to pay over the sum or sums so deducted to a duly authorized representative of AFSCME.

This authorization is made pursuant to Section 447.303, Florida Statutes, and shall continue until 1) revoked by me at any time upon 30 days written notice to my employer and the employee organization, 2) revoked pursuant to Section 447.507, Florida Statute, 3) the termination of my employment, or 4) my transfer, promotion, or demotion out of this bargaining unit.

(Retained by Union)